

**AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 17
ADMINISTRATIVE SUPPORT & RIDESHARE
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ARTICLE 1: PURPOSE

These articles constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County and International Federation of Professional and Technical Engineers, Local 17 (AFL-CIO).

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the County) and the employees represented by International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the Union) by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County, and to set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes the Union as the exclusive collective bargaining
3 representative of all employees whose job classifications are listed in the attached Addendum A and
4 made a part hereof by this reference.

5 **Section 2.** It shall be a condition of employment that all employees covered by this
6 agreement who are members of the Union in good standing on the effective date of this agreement
7 shall remain members in good standing and those who are not members on the effective date of this
8 agreement shall, on the thirtieth day following the effective date of this agreement, become and
9 remain members in good standing in the Union, or pay fees to the Union to the extent permitted by
10 law. It shall also be a condition of employment that all employees covered by this agreement and
11 hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day
12 following the beginning of such employment, become and remain members in good standing in the
13 Union, or pay fees to the Union to the extent permitted by law.

14 Provided, however, that nothing contained in this section shall require an employee to join
15 said Union who can substantiate in accordance with case law bona fide religious tenets or teachings
16 that prohibits the payment of dues or initiation fees to Union organizations. Such employee shall pay
17 an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to
18 a non-religious charity or to another charitable organization mutually agreed upon by the employee
19 affected and the bargaining representative to which such public employee would otherwise pay the
20 dues and initiation fee. The employee shall furnish proof to the Union each month that such payment
21 has been made.

22 **Section 3.** The County shall not contract out work which the members of the Union have
23 historically performed unless it is required by law or is a business necessity due to an emergency
24 situation or to augment the work-force on a temporary, short-term basis of six months or less. Except
25 for emergency situations, the County shall provide notice to the union of its intent to contract out
26 and, upon request, bargain the decision and/or effects of that decision. Except as provided herein,
27 under no circumstances shall the County agree to any long-term or permanent contracting out of
28 bargaining unit work. Nothing in this provision shall limit what the County has historically

1 contracted out, and no jobs will be eliminated due to contracting out.

2 **Section 4.** Upon receipt of written authorization individually signed by a bargaining unit
3 employee, the County shall have deducted from the pay of such employee the amount of dues and
4 initiation fee or the appropriate fair share payment for Rideshare Bargaining Unit temporary
5 employees, as certified by the Secretary-Treasurer of the Union, and shall transmit the same to the
6 Secretary-Treasurer of the Union.

7 The Union will indemnify, defend and hold the County harmless against any claims made and
8 against any suit instituted against the County on account of any check-off of dues for the Union. The
9 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
10 provision upon presentation of proper evidence thereof.

11 **Section 5.** The County will require all new employees hired, transferred, or promoted into a
12 position included in the bargaining unit to complete a form to inform the Union of their hire. One
13 copy of the form will be retained by County payroll, one copy of the form will be given to the
14 employee and the original will be sent to the Union. The County will notify the Union of any
15 employee leaving the bargaining unit.

16 **Section 6.** The County will transmit to the Union a current listing of all employees in the
17 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per
18 calendar year. For all employees performing bargaining unit work, the list shall include the name of
19 the employee, classification, home address, department and salary.

20 **Section 7.** Failure by an employee to satisfy the requirements of Section 2 shall constitute
21 cause for dismissal; provided that the County has no duty to act until the Union makes a written
22 request for discharge and verifies that the employee received written notification of the delinquency
23 including the amount owing, the method of calculation, and notification that non-payment after a
24 period of no less than seven (7) days will result in discharge by the County. A copy of each written
25 notification shall be mailed to the County concurrent with its mailing to the employee.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 *Section 1. Rights of Management* - The management of the County and the direction of the
3 work force is vested exclusively in King County. Except as may be limited by the express written
4 terms of this Agreement, all matters, including but not limited to, the right to hire, appoint, promote,
5 discharge for just cause, improve efficiency, train, assign and direct the work force, develop and
6 modify classification specifications, allocate positions to classifications, determine work schedules,
7 determine location of facilities, and determine methods. Processes and means for providing services
8 shall remain the exclusive right of the County for the duration of this Agreement.

ARTICLE 4: VACATION LEAVE

Employees eligible for leave benefits shall accrue vacation leave benefits as described in and further qualified by this section.

Section 1.

Full Years of Service	Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

Section 2. Vacation accrual rates for an employee who works other than the full time schedule shall be prorated to reflect his or her normally scheduled work week.

Section 3. Employees eligible for vacation leave shall accrue vacation leave from their date of hire into a benefit eligible position.

Section 4. Employees eligible for vacation leave may accrue up to sixty days (480 hours) vacation leave. Such employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount

1 will result in forfeiture of the vacation leave beyond the maximum amount unless the employee's
2 immediate supervisor has approved a carryover of such vacation leave because of cyclical workloads,
3 work assignments or other reasons as may be in the best interests of the County.

4 **Section 5.** Career service, provisional, probationary, Rideshare Bargaining Unit term-limited
5 temporary and Rideshare Bargaining Unit temporary employees, shall not be eligible to take or be
6 paid for vacation leave until they have successfully completed their first six months of County
7 employment, and if they leave County employment prior to successfully completing their first six
8 months of county service, shall forfeit and not be paid for accrued vacation leave.

9 **Section 6.** Employees eligible for leave benefits shall be paid for accrued vacation leave to
10 their date of separation up to the maximum accrual amount if they have successfully completed their
11 first six months of county service and were not discharged for theft or misappropriation of funds.

12 **Section 7.** Employees shall not use or be paid for vacation leave until it has accrued and such
13 use or payment is consistent with the provisions of this section.

14 **Section 8.** No employee shall work for compensation for the County in any capacity during
15 the time that the employee is on vacation leave.

16 **Section 9.** Vacation leave may be used in one-half hour increments, at the discretion of the
17 employee's immediate supervisor.

18 **Section 10.** In cases of separation from county employment by death of an employee with
19 accrued vacation leave and who has successfully completed his or her first six months of County
20 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the
21 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

22 **Section 11.** If an employee resigns from a full-time regular or part-time regular position with
23 the County and has provided two weeks' written notice unless waived by the employee's supervisor,
24 or is laid off and subsequently returns to County employment within two years from such resignation
25 or layoff, as applicable, the employee's prior County service shall be counted in determining the
26 vacation leave accrual rate under paragraph A of this section.

1 **ARTICLE 5: BEREAVEMENT LEAVE**

2 **Section 1.** Employees eligible for leave benefits shall be entitled to three working days of
3 bereavement leave due to the death of members of their immediate family. Immediate family
4 members are defined as spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild,
5 sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse of the
6 employee's spouse or domestic partner.

7 **Section 2.** Employees who have exhausted their bereavement leave shall be entitled to use
8 sick leave in the amount of three days for each instance of death when death occurs to a member of
9 the employee's immediate family.

10 **Section 3.** In cases of family death where no sick leave benefit is authorized or exists, an
11 employee may be granted leave without pay.

12 **Section 4.** In the application of any of the foregoing provisions, holidays or regular days off
13 falling within the prescribed period of absence shall not be charged to bereavement leave.

1 **ARTICLE 6: SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS**

2 Employees covered by this Labor Agreement shall be eligible for sick leave, medical and
3 family leave benefits as provided by King County Code 3.12.220 as amended. It is the intent of the
4 parties to provide all employees the rights guaranteed by applicable federal, state, and local leave
5 laws, as well as additional benefits that have been specifically negotiated by the parties.

6 **Section 1.** Employees eligible for leave benefits shall accrue sick leave benefits at
7 the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight
8 hours per month. The employee is not entitled to sick leave if the sick leave has not been previously
9 earned.

10 **Section 2.** During the first six months of service, employees eligible to accrue vacation leave
11 may, at their immediate supervisor's discretion, use any accrued days of vacation leave as an
12 extension of sick leave. If an employee does not work a full six months, any vacation leave used for
13 sick leave must be reimbursed to the County upon termination.

14 **Section 3.** Sick leave may be used in one-half hour increments, at the discretion of the
15 employee's immediate supervisor.

16 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
17 employee.

18 **Section 5.** Separation from or termination of County employment except by reason of
19 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary
20 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or
21 termination. Should the employee resign with at least two weeks' written notice except as waived by
22 the employee's supervisor or be separated for non-disciplinary medical reason or be laid off, and
23 return to County employment within two years, accrued sick leave shall be restored, but the
24 restoration shall not apply where the former employment was in a term-limited temporary position.

25 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
26 least five years of County service and who retire as a result of length of service or who terminate by
27 reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable,
28 an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the

1 employee's rate of pay in effect upon the date of leaving County employment less mandatory
2 withholdings.

3 **Section 7.** An employee must use all of his or her accrued sick leave and any donated sick
4 leave before taking unpaid leave for his or her own health reasons. If the injury or illness is
5 compensable under the County's workers compensation program, then the employee has the option to
6 augment or not augment time loss payments with the use of accrued sick leave. For a leave for
7 family reasons, the employee shall choose at the start of the leave whether the particular leave will be
8 paid or unpaid. When an employee chooses to take paid leave for family reasons, he or she may set
9 aside a reserve of up to eighty hours of accrued sick leave. An employee may choose to use sick
10 leave or other paid time off for the following reasons:

11 **A.** The employee's bona fide illness, but an employee who suffers an occupational
12 illness may not simultaneously collect sick leave and worker's compensation payments in a total
13 amount greater than the net regular pay of the employee;

14 **B.** The employee's incapacitating injury, but:

15 **1.** an employee injured on the job may not simultaneously collect sick leave
16 and worker's compensation payments in a total amount greater than the net regular pay of the
17 employee; though an employee who chooses not to augment his or her worker's compensation time
18 loss pay through the use of sick leave shall be deemed on unpaid leave status;

19 **2.** an employee who chooses to augment workers' compensation payments
20 with the use of accrued sick leave shall notify the safety and workers' compensation program office
21 in writing at the beginning of the leave.

22 **3.** an employee may not collect workers' compensation time loss payments for
23 physical incapacity due to any injury or occupational illness which is directly traceable to
24 employment other than with the County;

25 **C.** The employee's exposure to contagious diseases and resulting quarantine;

26 **D.** A female employee's temporary disability caused by or contributed to by
27 pregnancy and childbirth;

28 **E.** The employee's medical or dental appointments, provided that the employee's

1 immediate supervisor has approved the use of sick leave for such appointments;

2 **F.** To care for the employee's child as defined in this chapter if the child has an
3 illness or health condition which requires treatment or supervision from the employee; or

4 **G.** To care for other family members, if:

5 **1.** the family member is (1) the employee's spouse or domestic partner; (2) a
6 child of the employee's spouse or domestic partner; (3) the parent of the employee, employee's
7 spouse or domestic partner; (4) an individual who stands or stood in loco parentis to the employee,
8 the employee's spouse or domestic partner; or (5) a grandparent of the employee; and

9 **2.** the reason for the leave is one of the following:

10 **(a)** the birth of a son or daughter and care of the newborn child, or
11 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
12 within twelve months of the birth, adoption or placement;

13 **(b)** the care of the child of the employee's spouse or domestic partner
14 whose illness or health condition requires treatment or supervision by the employee; or

15 **(c)** the care of a family member because he/she has a serious health
16 condition or an emergency condition.

17 **Section 8.** An employee may take a total of up to eighteen work weeks unpaid leave for his
18 or her own serious health condition, and for family reasons, combined within a twelve-month period.
19 The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in
20 whole or partial days as needed. Intermittent leave is subject to the following conditions:

21 **A.** When leave is taken after the birth or placement of a child for adoption or foster
22 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
23 the employee's immediate supervisor;

24 **B.** An employee may take leave intermittently or on a reduced schedule when
25 medically necessary due to a serious health condition of the employee or a family member of the
26 employee; and

27 **C.** If an employee requests intermittent leave or leave on a reduced leave schedule
28 under K.C.C. 3.12.220.I.2 that is foreseeable based on planned medical treatment, the immediate

1 supervisor may require the employee to transfer temporarily to an available alternative position for
2 which the employee is qualified and that has equivalent pay and benefits and that better
3 accommodates recurring periods of leave than the regular position of the employee.

4 **Section 9.** Use of donated leave shall run concurrently with the eighteen work week family
5 medical leave entitlement.

6 **Section 10.** The County shall continue its contribution toward health care benefits during any
7 unpaid leave taken under this Article.

8 **Section 11.** Department management is responsible for the proper administration of the sick
9 leave benefit. Verification from a licensed health care provider may be required to substantiate the
10 health condition of the employee or family member for leave requests.

11 **Section 12.** An employee who returns from unpaid family or medical leave within the time
12 provided in this section is entitled, subject to bona fide layoff provisions, to:

13 A. the same position he or she held when the leave commenced; or a position with
14 equivalent status, benefits, pay and other terms and conditions of employment; and

15 B. The same seniority accrued before the date on which the leave commenced.

16 **Section 13.** Failure to return to work by the expiration date of a leave of absence may be
17 cause for removal and result in termination of the employee from County employment.

ARTICLE 7: HOLIDAYS

Section 1. The following days are hereby designated as official county holidays:

- January 1, New Year's Day;
- Third Monday in January, Martin Luther King, Jr. Birthday;
- Third Monday in February, President's Day;
- Last Monday in May, Memorial Day;
- July 4, Independence Day;
- First Monday in September, Labor Day;
- November 11, Veteran's Day;
- Thanksgiving Day and the day immediately following;
- December 25, Christmas Day;
- Special or limited holidays as declared by the president or governor, and as approved by the council;
- Such other days in lieu of holidays as the council may determine;
- Employees eligible for leave benefits shall be granted two personal holidays to be administered through the vacation plan; provided, that the hours granted to employees working less than a full-time schedule shall be prorated to reflect their normally scheduled work day. One day shall be credited to the employee's leave balance on the first of October and one day on the first of November.

Section 2. For holidays falling on a Saturday, the Friday before shall be a paid holiday. For holidays falling on a Sunday, the Monday following shall be a paid holiday.

Section 3. An employee must be eligible for leave benefits and in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

1 **ARTICLE 8: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2 **Section 1.** Effective on January 1, 2005; 2006; and 2007, the base wage rates in effect the
3 previous December 31 for all employees shall be increased by 90% of the CPI-W All Cities Index
4 (September to September) with a maximum increase of six percent but not less than two percent.

5 **Section 2.** The parties agree that the classifications covered by this agreement shall be paid
6 pursuant to the pay plan set out in Addendum A. After the first six months of employment,
7 employees will progress to the next salary step. Thereafter, step increases will occur every 12
8 months until the employee reaches the top of the salary range.

9 **Section 3.** Except as provided by the Administrative Support Classification/Compensation
10 Implementation Agreement, Administrative Support Bargaining Unit¹ employees who are at the top
11 step of their salary range will be eligible for a merit increase of either 2.5% or 5% above the top step,
12 at the County's discretion. Employees are eligible for the merit increase who have achieved a
13 performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two consecutive years. An
14 employee's performance rating and a decision to grant a merit increase is not subject to the grievance
15 and arbitration provisions of this contract.

16 **Section 4.** An employee who is promoted to a position in a classification having a higher
17 maximum salary shall be placed at the nearest step in the new salary range which provides the
18 employee with at least a 5% increase above the employee's regular rate of pay.

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¹ Does not include Rideshare Bargaining Unit Employees

1 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

2 **Section 1.** The normal work week for employees shall consist of five consecutive work days
3 not to exceed eight hours in a nine hour period. The parties agree that alternative work schedules
4 may be established that are mutually agreed between the employee and his or her immediate
5 supervisor.

6 **Section 2.** Employees shall be compensated at the rate of time and one-half for all hours
7 worked in excess of their scheduled work shift, or in excess of forty hours in one workweek, or work
8 on a holiday or a regularly scheduled day off. Overtime may be paid as compensatory time at the rate
9 of time and one-half, if requested by the employee and approved by the employee's immediate
10 supervisor.

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

The County will provide a medical, dental, vision and life insurance plan for all benefit eligible employees; such plans, including any changes thereto, to be negotiated by the County and the Union through the Joint Labor-Management Insurance Committee.

ARTICLE 11: MISCELLANEOUS

Section 1. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by County Council action.

Section 2. The County shall furnish the Union with specific classification specifications for classifications in the bargaining unit descriptive of the function, scope and complexity of the position and the knowledge, abilities and qualifications for the position. The County and the Union shall meet to review proposed modifications and revisions to said specifications and will negotiate impacts prior to implementation.

Section 3. The County will continue to provide all articles of clothing and equipment required for safety and/or identification, according to current practice.

Section 4. The County may provide employees with release time to attend training programs that will be beneficial to their job performance. Notice of all such training opportunities which management deems appropriate will be made available to all employees in writing. If the County requires attendance at such training programs, the County will pay the expenses incurred.

Section 5. The County will provide all regular employees with bus passes at no cost in accordance with current practice and County ordinance. Further, any member of the bargaining unit who was entitled to a retiree bus pass prior to the January 1, 1996 merger with King County shall continue to be eligible for a retiree bus pass.

Section 6. All work outside of classification shall be assigned in writing by the supervisor. A Career Service employee so assigned to work outside of classification shall be paid at the nearest step in the higher range which provides the employee at least a 5% above his/her regular rate of pay for all time worked out of class.

If the employee works continuously in the higher classification for twelve (12) months, the position may be submitted by the Human Resources Division of the Department of Executive Services, Transit Division management, or the employee for reclassification consideration. If the employee is performing the work of a higher level classification because the employee who normally performs this work is on leave of absence, the parties will meet to discuss the issue.

Section 7. Requests for reclassification may be made because an employee has been working

1 in an out of class assignment for twelve (12) months or longer, or because there is a significant
2 change in an employee's duties and responsibilities for a period of twelve (12) months or longer. No
3 employee shall submit a reclassification request if it is has been less than one (1) year since the date
4 of a previous reclassification determination.

5 Requests for reclassification must be submitted on the County's Position Description
6 Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her
7 supervisor for review and comment. The supervisor will review and comment within thirty (30)
8 calendar days, and then forward the form to the section manager. The section manager shall have
9 thirty (30) days to review and comment and forward form to the Human Resources Division of the
10 Department of Executive Services.

11 If the supervisor or section manager has any disagreement with the information provided on
12 the form by the employee, the supervisor or section manager will discuss this disagreement with the
13 employee prior to forwarding the form to the Human Resources Division of the Department of
14 Executive Services.

15 If the Human Resources Division of the Department of Executive Services determines that an
16 employee should be reclassified, the reclassification will be effective the date the PDQ was submitted
17 to the employee's supervisor. If the Human Resources Division of the Department of Executive
18 Services determines that a reclassification is not appropriate, the Union may request a hearing with a
19 mutually agreed upon mediator/arbitrator as provided through the King County Alternative Dispute
20 Program within thirty (30) calendar days from the date the employee was notified that a
21 reclassification would not take place.

22 The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider
23 testimonial and documentary evidence presented by the County and the Union regarding the
24 employee's appropriate job classification. The mediator/arbitrator will make a determination as to
25 whether the employee is correctly classified and, if not, the appropriate classification to which the
26 employee should be assigned.

27 The parties agree that should there be a reclassification dispute, hearings shall be conducted
28 up to twice a year as agreed upon by the parties.

1 **Section 8.** Alternative work schedules may be established in accordance with Executive
2 Policy PER 18-1, May 1, 1990, RE: Alternative Work Schedules. When a supervisor establishes a
3 schedule change or determines how to respond to an employee's request for an alternative work
4 schedule, he/she must consider the employee's childcare and other family and transportation needs in
5 making the decision. A minimum of thirty (30) days' written notice to the employee must be given
6 for a change in work schedule unless mutually agreed between the parties.

7 **Section 9.** The County recognizes the benefit of training and will provide information and
8 access to training opportunities for employees, within budgeted appropriations. The decision to
9 provide training opportunities will be based upon, but not limited by, the overall objectives of
10 encouraging and motivating employees to improve their work performance.

11 An employee enrolled in a degree program that the County determines to be job-related may
12 be eligible to receive reimbursement from the County for up to 50% of this program.

13 An employee who takes individual classes or courses that the County determines to be job-
14 related may be eligible to receive reimbursement from the County for up to 100% of class fees or
15 course fees. The decision to provide any reimbursement or initial course approval is solely based
16 upon the County's discretion and is subject to financial constraints.

17 **Section 10.**

18 **A. Layoff Process**

19 **1.** When a reduction in force is anticipated for career service positions, the
20 County and Union will meet and jointly endeavor to find ways to minimize or eliminate the actual
21 reduction of positions.

22 **2.** When a reduction of career service positions is required, the County and the
23 Union will meet and jointly endeavor to find ways to minimize or eliminate the number of employees
24 who must be laid off (for example: reassign employees to vacant positions, locate temporary
25 placement in other departments, encourage leaves of absence, allow job-sharing, etc.)

26 **3.** When the elimination of a career service position will result in an employee
27 being laid off, the employee will be selected by inverse seniority within the layoff group, as defined
28 below.

1 **B.** For the Administrative Support Bargaining Unit, seniority shall be defined as: the
2 start date in classification within the layoff group. Part time hours will be pro-rated. In the event of a
3 layoff, seniority shall be calculated by the Union.

4 Seniority within the Rideshare Bargaining Unit shall be defined as: total service within the
5 classification/position, County service will be considered when the time in classification/position is
6 equal. Seniority will be adjusted for all time in excess of thirty continuous days when not in pay
7 status. In the event of a layoff within the Rideshare Bargaining Unit, seniority shall be calculated by
8 the Union.

9 Time worked as a King County temporary, in an Administrative Support or Rideshare
10 bargaining unit classification, shall be counted, provided there is no break in service, as determined
11 by the union. Seniority will be adjusted for all time in excess of thirty continuous days, when not in
12 pay status.

13 **C.** Layoff Groups. Layoff groups are defined as follows:

- 14 • Operations Training
- 15 • Service Communication
- 16 • Service Quality
- 17 • Operations Bases
- 18 • Accessible Services/Sales & Customer Services/Service Development
- 19 • Power & Facilities
- 20 • Vehicle Maintenance
- 21 • Management Information and Transit Technology
- 22 • Transit Security
- 23 • Transit Safety
- 24 • Rideshare

25 **D.** Notice

26 When elimination of a position will result in an employee being laid off, the County will
27 provide written notice to the Union and the affected employee at least 90 calendar days prior to the
28 effective date of the layoff.

1 E. Recall

2 1. A career service employee who is laid off will have general recall rights to
3 other vacant County positions, for a period of two years following the employee's layoff. In
4 addition, the employee will retain specific recall rights to the position from which he/she was laid off
5 from for an additional one year period following the end of the two year general recall period.
6 During the three year specific recall period, the employee will retain specific recall rights to the
7 position from which he/she was laid off regardless of whether the employee has accepted a different
8 position within the County.

9 3. When the County is filling a bargaining unit position and there are laid-off
10 employees who have held such positions within the previous five years, the position will be offered
11 to such employees. If there is more than one employee in such a situation, the hiring authority will
12 decide which employee will be offered the position.

13 4. When a laid off employee applies for, or is referred to, a bargaining unit
14 position and such employee is unsuccessful in obtaining the position, the employee will be provided
15 with the rationale for his or her own non-selection, interview and test scores, and other
16 documentation used to make the determination.

17 5. An employee who is recalled from layoff will have all unpaid sick leave
18 balances restored.

19 F. Outplacement Services

20 The County will contract with qualified firms to provide outplacement services for employees
21 who have been notified of their impending layoff. Each affected employee will be allowed to access
22 such outplacement services for a period of one year following receipt of his/her notice of layoff, or to
23 a maximum expenditure of \$2,500, whichever comes first.

24 **Section 11.** For the duration of this contract, the County will continue to provide all safety-
25 related equipment that is currently provided and/or required by law, including furniture and
26 equipment designed to reduce the risk of injuries associated with positions in this bargaining unit.

27 **Section 12.** In conjunction with the process for filling jobs specified in the King County
28 Personnel Guidelines, the following procedures are required when a vacancy occurs in this

1 bargaining unit:

2 **A.** Notice of the opportunity to submit letters of interest for a transfer shall be given
3 to all members of the bargaining unit.

4 **B.** If the hiring authority decides to interview candidates during the selection process,
5 the interviewees shall include at least the most qualified transfer candidate.

6 **C.** Any employee who has applied for a transfer but is not selected may request a
7 meeting to obtain feedback.

8 **D.** If a position is not advertised because the hiring authority will use a pool of
9 existing applicants, the hiring authority will notify the bargaining unit members of this selection
10 procedure a minimum of one week in advance.

ARTICLE 12: DISCIPLINE

The County may discipline an employee for just cause. If the County determines to impose disciplinary action against any employee for any reason, the employee shall be apprised of his/her rights of appeal and representation. Discharge during an employee's probationary period or the discharge of a Rideshare Bargaining Unit temporary or Rideshare Bargaining Unit term-limited temporary employee is not subject to the grievance procedure since such employees serve at-will.

ARTICLE 13: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT

PLAN

Each career service employee will receive regular performance evaluations. When an employee's supervisor believes the career service employee's performance is unsatisfactory, the supervisor will document the specific performance deficiencies with a written performance appraisal. This employee may request that this performance appraisal be reviewed by the next higher level of supervision. Upon receipt of an unsatisfactory performance appraisal and, if requested, the completion of a higher level review which confirms the unsatisfactory performance appraisal, the employee will be placed on a Performance Improvement Plan. The Performance Improvement Plan will be reviewed by Transit Human Resources and will include the following:

- Opportunity for the employee to be involved in the development of the Performance Improvement Plan
- Description of the employee's specific performance deficiencies
- Specific performance objectives
- Listing of resources available to the employee, as appropriate
- Specified duration that provides sufficient time for the employee to make the required improvements
- Regular review of the employee's performance with written evaluation to the employee indicating his/her progress in meeting the specific performance objectives.

The act of placing an employee on a Performance Improvement Plan is not a grievable action.

While on a Performance Improvement Plan, an employee will not receive any scheduled salary step increases. If the employee successfully completes the Performance Improvement Plan, the employee will then receive the delayed salary step increase. Delayed receipt of a salary step increase will not impact future scheduled salary step increases.

When an employee is unable to satisfactorily perform the specific performance objectives of his/her Performance Improvement Plan, the supervisor may extend the period of the Performance Improvement Plan if the supervisor determines that the employee may be able to make the required

1 improvements if given more time.

2 An employee who is unable to satisfactorily perform the specific performance objectives of
3 his/her Performance Improvement Plan will be subject to demotion or discharge from employment.

4 Demotions or discharges resulting from a failure to satisfactorily complete a Performance
5 Improvement Plan will be subject to the grievance and arbitration process in Article 14.

ARTICLE 14: DISPUTE RESOLUTION PROCEDURES

Section 1. Grievance/Arbitration/Mediation. The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances, and every effort will be made to settle grievances at the lowest possible level of supervision. To this end, the following procedure will be followed.

A. Definition.

Grievance - An issue raised by an employee relating to interpretation of his/her rights, benefits, or conditions of employment as contained in this Agreement. Probationary, Rideshare Bargaining Unit term-limited, non-career service Rideshare Bargaining Unit part-time and temporary employees shall not have the right to pursue grievances over terminations of employment but shall be able to pursue grievances as otherwise provided in this Section.

B. Procedure.

Step 1. A grievance shall be verbally presented by the aggrieved employee and his/her representative, if the employee wishes, within fifteen (15) working days of the date when the employee could reasonably be expected to know of the basis for a grievance, to the employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a grievance is not presented in writing to the next level within ten (10) working days, it shall be presumed resolved.

Step 2. If after thorough discussion with the supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance may then be presented to the Section Manager within ten (10) workdays as stated above for investigation, discussion, and written reply. The Section Manager shall make his/her written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within the following ten (10) working days, it shall be presumed resolved.

Step 3. If after thorough evaluation, the decision of the Section Manager has

1 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
2 Division Manager. All letters, memoranda and other written materials previously submitted to lower
3 levels of supervision shall be made available for the review and consideration of the Division
4 Manager/designee. He/she may interview the employee and/or his/her representative and receive any
5 additional related evidence that he/she may deem pertinent to the grievance. He/she shall make
6 his/her written decision available within fifteen (15) working days. If the matter is not resolved and
7 the Union wishes to pursue the matter further, the Union must file a request for arbitration with both
8 the Human Resources Division of the Department of Executive Services and Transit Human
9 Resources within 30 calendar days following receipt of the Division Manager/designee written
10 response. If the grievance is not pursued to arbitration within thirty (30) working days, it shall be
11 presumed resolved.

12 **Step 4.** If Arbitration has been timely requested, the parties may with mutual
13 consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and
14 conclude within thirty (30) days after the mutual request.

15 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
16 Step Three, the Parties shall select a third disinterested party to serve as an arbitrator. In the event
17 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
18 panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation
19 and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected
20 from the list by both the County representative and the Union, each alternately striking a name from
21 the list until only one name remains. The party to strike first shall be determined by a coin toss. The
22 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a
23 decision promptly and the decision of the arbitrator shall be final and binding on both parties. No
24 matter may be arbitrated which the County, by law, has no authority over, has no authority to change,
25 or has been delegated to any civil service commission or personnel board, as defined in RCW 41.56.

26 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
27 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
28 in reaching a decision.

1 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
2 equally by both parties. Each party is responsible for its respective representational fees and
3 expenses, regardless of the outcome of the hearing.

4 No matter may be arbitrated which the County by law has no authority over, has no authority
5 to change, or has been delegated to any civil service commission or personnel board as defined in
6 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

7 There shall be no strikes, cessation of work or lockout during arbitration.

8 C. Time Limits. Time limits may be extended upon written consent of the parties.

9 **Section 2. Alternate Dispute Resolution Procedures.**

10 A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP
11 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
12 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
13 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
14 Labor Practice.

15 B. Grievance. After a grievance is initially filed, the following Alternative Dispute
16 Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten
17 (10) days:

18 1. A meeting will be arranged by the Union representative and County
19 representative (or their designees) to attempt to resolve the matter.

20 2. (a) The meeting will include a mediator and the affected parties.

21 (b) The parties may mutually agree to other participants such as union
22 and management representatives or subject matters experts.

23 3. The parties will meet at mutually agreeable times to attempt to resolve the
24 matter.

25 4. If the matter is resolved, the grievance will be withdrawn.

26 5. If the matter is not resolved, the grievance will continue through the
27 grievance process.

28 6. The moving party can initiate the next step in the grievance process at the

appropriate time, irrespective of this process.

7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This Section does not supersede or preclude any use of grievance mediation later in the grievance process.

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

Neither the County nor the Union shall unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, marital status, age, sex, ancestry, or disability.

1 **ARTICLE 16: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 remaining portions hereof, provided, however, upon such invalidation the parties agree immediately
6 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
7 remain in full force and effect.

1 **ARTICLE 17: EMPLOYEE RIGHTS**

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or the program of the
4 agency.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and
7 representation as provided for in Article 13 (Dispute Resolution Procedures) of this Agreement.

8 **Section 3.** No employee shall be disciplined or discharged except in accordance with Article
9 11, "Discipline" or Article 12, "Performance Appraisals & Performance Improvement Plan." All
10 investigations related to disciplinary matters will be conducted in a timely manner.

11 **Section 4.** The employee and/or representative may examine the employee's personnel file(s)
12 if the employee so authorizes in writing. Material placed into the employee's files(s) relating to job
13 performance or personal character shall be brought to his or her attention. The employee may
14 challenge the propriety of including it in the file(s). The employee shall have the right to insert
15 documentation into the file(s), providing such documentation is relevant to the challenge.
16 Unauthorized persons shall not have access to employee files or other personal data relating to their
17 employment.

18 **Section 5.** No employee shall be required to use equipment which is not in a safe condition.
19 In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the
20 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment
21 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
22 the employer determines the equipment to be unsafe. At such time as the employer determines the
23 equipment to be safe, the employee will be advised.

1 **ARTICLE 18: UNION REPRESENTATION**

2 **Section 1.** Authorized representatives of the Union may, after notifying the County official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for
4 the purpose of investigating grievances, but shall not conduct union business on County time.

5 **Section 2.** Authorized representatives of the Union may have reasonable access to its
6 members in County facilities for transmittal of information or representation purposes before work
7 and during lunch breaks or other regular breaks as long as the work of the County employees and
8 services to the public are unimpaired. Prior to contacting members in County facilities, such
9 authorized agents shall make arrangements with the division manager.

10 **Section 3.** The Union shall have the right to appoint stewards within Sections and locations
11 where its members are employed under the terms of this Agreement.

12 **Section 4.** It shall be a violation of this Agreement to directly or indirectly interfere with,
13 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
14 their right to organize and designate representatives of their own choosing for the purpose of
15 collective bargaining or in the free exercise of any other right under RCW 41.56.

16 **Section 5.** The County agrees to permit the Union to post on County bulletin boards the
17 announcement of meetings, election of officers, and any other Union material, provided there is
18 sufficient space beyond what is required by the County for “normal” operations. If sufficient space is
19 not available on County boards or in areas where County boards are not available, the Union may
20 provide one with location of same to be determined through mutual agreement of the Union and the
21 Employer.

1 **ARTICLE 19: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
8 to end such interference. Any concerted action by any employee in the bargaining unit shall be
9 deemed a work stoppage if any of the above activities have occurred. Being absent without
10 authorized leave shall be considered as an automatic resignation. Such a resignation may be
11 rescinded by the division manager/designee if the employee presents satisfactory reasons for his/her
12 absence within three (3) calendar days of the date his automatic resignation became effective.

13 **Section 2.** Upon notification in writing by the County to the Union that any of its members
14 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
15 immediately cease engaging in such work stoppage and provide the County with a copy of such
16 order. In addition, if requested by the County a responsible official of the Union shall publicly order
17 such Union employees to cease engaging in such a work stoppage.

18 **Section 3.** Any employee who commits any act prohibited in this section will be subject in
19 accord with the County's Personnel Guidelines to the following action or penalties:

20 a. Discharge.

21 b. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 20: COMPLETE AGREEMENT**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not
7 specifically referred to or covered in this Agreement.

8 However, if the parties agree to bargain during the term of this Agreement, amendments and
9 modifications may be made by the King County Executive/designee and the Union.

1 **ARTICLE 21: DURATION**

2 This Agreement shall become effective upon the conclusion of the approval process by King
3 County Council and cover the period July 16, 2004 through December 31, 2006.

4 Contract negotiations for a successor agreement beginning January 1, 2007 may be initiated
5 by either party providing to the other written notice of its intention to do so prior to September 31,
6 2006. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

7
8 **APPROVED** this _____ day of _____, 2004

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10
11
12 By _____

13 King County Executive

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15
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17
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19 _____
20 Ray Goforth
21 Union Representative
22 International Federation of Professional & Technical Engineers, Local 17
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